

S.N. 10/614,074- - First Resp. to 2/26/07 OA

Attorney Docket TKM-1005-U.S.

REMARKS

We respond to the February 26, 2007 and December 12, 2007 Office Actions seriatim with respect to the Examiner's comments to the extent possible. (After the foregoing, we respond to Item 1.C. in the July 7, 2007 Office Action.)

With respect to the objection directed to abutting relationship of the facing objects this has been rendered moot since the phrase no longer appears in the claims. We call the Examiner's attention in passing however that the disclosure was in the application as filed as reference to specification page 5, which refers to assembling similar faceplates to form a group since the front face 19 becomes simply a portion of a much larger wall space, will show. With respect to the objection to lack of support for wedging pressure, the Examiner's attention is respectfully directed to paragraph 23 on page 7, "... has wedged the ... prongs into tight engagement ..."

With respect to claim 23 we have labeled it as "withdrawn" as requested by the Examiner in the December 12, 2007 Office Action. We appreciate the Examiner's intention of revisiting the issue of whether claim 23 was improperly withdrawn. We would like claim 23 to remain in the

S.N. 10/614,074- - First Resp. to 2/26/07 OA Attorney Docket TKM-1005-U.S.

application, and claim 18 as well, but we will appreciate any clarification the Examiner can provide on this issue.

With respect to the drawing objections we submitted an informal drawing on a replacement sheet in the July 17, 2007 Amendment showing the facing objects in abutting relationship as described in the text, and immediately upon an indication of approval of the requested revision, by telephone if possible, we will submit a formal drawing. We presume there was no need to back-up the record by a duplicate submission in this amendment.

With respect to the comments at the top of "Page 4" of the February 26, 2007 Office Action the objections to claims 1 and 2 have been mooted by the cancellation of the objected phraseology.

The 35USC112 rejections have been mooted by cancellation of many of the noted claims, including claims 8 and 17, and clarifying amendments to others, for example claims 7 and 22.

With respect to the 35USC§103 rejections we appreciate the Examiner's availability during our April 12 call in which she indicated that the passage "Claims 1-4 are rejected under 35U.S.C.102(b) as being anticipated by" was to be disregarded in the February 26, 2007 Office Action.

S.N. 10/614,074- - First Resp. to 2/26/07 OA**Attorney Docket TKM-1005-U.S.**

All claims have been carefully rephrased to make clear that the claims patentably define over the unsatisfactory prior art represented by Iesaka '618. With respect to claim 1 for example Iesaka does not teach or suggest (a) fastening means being indistinguishable from a very short distance away (in fact, in Iesaka they are highly visible, indeed emphasized), (b) activation by non-standard tool means, (c) the only visible portion on the visible facing object being an access hole (Iesaka shows large unsightly flanges 7 and decorated head caps 18), (d) locating the access in a design on the surface of the visible facing object so as to disguise it (indeed Iesaka emphasizes his holes) nor (e) the structure of applicant's Figure 3. With specific reference to the Examiner's comments directed to claim 11 there is no teaching or suggestion in Iesaka that non-standard tool means, which make applicant's structure vandal proof, could be used.

In short, Iesaka is merely exemplary of the ages old prior art which is unsightly and easily tampered with by vandals and hence totally non-anticipatory of applicant's significant features which represent a clear step forward in the art. Indeed, it is not possible to read Iesaka on applicant's claims and disclosure even with the benefit of applicant's disclosure.

S.N. 10/614,074- - First Resp. to 2/26/07 OA**Attorney Docket TKM-1005-U.S.**

The Examiner's attention is called to the fact that all features set out in the claims submitted herewith have been present in one or more claims prior to the February 26, 2007 Office Action.

With respect to the Examiner's comments pertaining to Item 1.C. in the July 10, 2007 Office Action, and specifically the amendment to page 9 of the specification, we comment as follows.

As to the Examiner's first comment directed to the shank having two different widths, we call attention to the original numbering scheme; i.e.: the torx screwdriver 54 has three components; a handle 55, a shank 56, and a head 57.

The Examiner will take notice that the shank and head of a torx screwdriver, as purchased off the shelf, have the same diameter as indicated by the first three sentences of paragraph [27]. Now, the Examiner is quite correct in noting that the "shank appears to have two different widths". This is because, as set out in the second and third sentences of paragraph [27], "... the conventional, as purchased condition of the screwdriver is preferably modified by reducing the diameter of the shank 56 at the engagement end thereof." In other words the outer, or engagement end 62 of the screwdriver, which originally had the same diameter as the portion 65 of the shank next to the handle 55, has been reduced in diameter to the smaller diameter 62 (as

S.N. 10/614,074- - First Resp. to 2/26/07 OA Attorney Docket TKM-1005-U.S.

contrasted to the larger, original diameter 65). The reason for this reduction in size of the left or engagement end 62 of the shank 65 becomes clear in the sentence bridging pages 8 and 9, and again in paragraph [30]. In essence, the system is arranged so that a standard, off the shelf torx screwdriver having a diameter equal to 65 throughout its entire length, including the engagement end 57, will be too big to enter hole 15 in Figure 3.

As to the Examiner's second comment pertaining to the "left end" of the shank, we submit that the drawing and text, when read together, clearly indicate that the left end is the end closest to the "flutes or ribs 58, 59".

The inadvertent inclusion of claims 8 and 17 in the text of the amendment filed 24 April 2007 is regretted and we apologize for any confusion this caused the Examiner.

The Examiner will note that there are now four independent claims in the application (after assigning claim 23 a "withdrawn" status as the Examiner suggested), and the amendment filed 24 April 2007 included the fee for two extra independent claims. No additional claim fee is necessary at this time. We do not request a refund at this time since claim 23 may reappear. For ease of review the entire set of claims is being resubmitted.

With this response to the Notice of Non-Compliant Amendments of July 10, 2007 and December 12, 2007, we believe the application is in

S.N. 10/614,074- - First Resp. to 2/26/07 OA Attorney Docket TKM-1005-U.S.

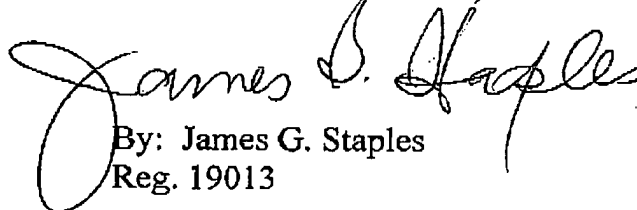
condition for allowance and such action is respectfully requested at the Examiner's early convenience.

The Examiner's clear and helpful comments in the Continuation Sheet accompanying the December 12, 2007 Office Action are acknowledged with appreciation.

The Examiner's indication of allowability of claims 12-14 has been noted and the examiner will appreciate that said claims 12-14 as presented herein are rewritten so as to include all the limitations of the base claims and any intervening claims as she suggested. As such said claims 12-14 are now unconditionally allowable.

Respectfully submitted,

LOZART INDUSTRIES, INC.



By: James G. Staples
Reg. 19013

James G. Staples, Esq.
586 Ingleside Park
Evanston, IL 60201
(847) 475-4279
(847) 491-1552 (fax)